

AGREEMENT

between

THE
East Hanover Township
TOWNSHIP OF EAST HANOVER

and

THE
DEPUTY CHIEF OF POLICE

and

CAPTAIN OF POLICE

OF THE
TOWNSHIP OF EAST HANOVER POLICE DEPARTMENT

X JANUARY 1, 1989 through DECEMBER 31, 1990

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PREAMBLE

This Agreement made and entered into this day of between the TOWNSHIP OF EAST HANOVER, a Municipal Corporation of the State of New Jersey (hereinafter referred to as "Township" or "Employer"), and the DEPUTY CHIEF and CAPTAIN of the East Hanover Police Department (hereinafter referred to as "Deputy Chief" and "Captain"), represents the complete and final understanding on all bargainable issues between the Township, Deputy Chief and Captain and is designated to maintain and promote a harmonious relationship between the Township, Deputy Chief and Captain, in order that more efficient and progressive public service may be rendered.

W I T N E S S E T H

WHEREAS, The Township, Deputy Chief and Captain recognize and declare that providing quality police protection for the Township is their mutual aim; and

WHEREAS, the Township, Deputy Chief and Captain have been engaged in ongoing contract negotiations; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - GENERAL PROVISIONS

A. Declaration

For purposes herein, the Deputy Chief and Captain shall be considered to have been full-time members of the East Hanover Police Department effective the first day of January of the calendar year in which they were appointed. All compensation based on years of service as herein provided, shall be calculated from said dates.

B. Definitions

Compensation - The total of salary, longevity, holiday, administrative and education pay, earned by the Deputy Chief and/or Captain when they work the full normal working time for their position, and upon which their respective pension contribution calculations are based. The base salary for pension purposes. (See Article XV)

Salary - The fixed portion of compensation upon which holiday and longevity pay are calculated.

ARTICLE II - SALARIES

<u>TITLE</u>	<u>1989</u>	<u>1990</u>
A. Deputy Chief	\$50,337	\$53,357
B. Captain	\$46,852	\$49,663

ARTICLE III - ADMINISTRATIVE PAY

The Deputy Chief and Captain shall be compensated in the amount of \$3,500 per year for all time worked in excess of forty (40) hours per week.

ARTICLE IV - HOLIDAYS

A. The Deputy Chief and Captain shall be paid for fourteen (14) holidays per year payable bi-weekly in a sum equal to one hundred sixty-eight (168) times their regular hourly rate. This compensation will be paid to the Deputy Chief and Captain without regard to actual number of holidays worked.

B. The Holidays observed are as follows:

- | | |
|-----------------------------------|----------------------|
| (1) New Years Day | (8) Independence Day |
| (2) Martin Luther King's Birthday | (9) Labor Day |
| (3) Lincoln's Birthday | (10) Columbus Day |
| (4) Washington's Birthday | (11) Election Day |
| (5) Good Friday | (12) Veterans Day |
| (6) Easter Sunday | (13) Thanksgiving |
| (7) Memorial Day | (14) Christmas Day |

ARTICLE V - VACATIONS

The Deputy Chief and Captain shall each be entitled to six (6) weeks vacation in each calendar year. Upon death, retirement or termination of employment for any reason, there shall be paid to each, or to his estate, a sum equal to one (1) day pay for each accumulated unused vacation day.

ARTICLE VI - PERSONAL LEAVE

The Deputy Chief and Captain shall be entitled to personal leave in accordance with the following:

- A. Marriage - Five (5) working days.
- B. Death of Family - Father, mother, grandfather, grandmother, husband, wife, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchild or any relative living in the household with the member - from the day of death until the day after burial, inclusive.

For uncle, aunt, nephew, niece, brother-in-law, sister-in-law, cousin of the first degree not living in the household, or grandparent of spouse, day of burial only.

The Chief shall have full authority to grant special consideration in unusual cases not covered by the above.

- C. Personal Reason Days - In unusual or emergent circumstances, the Chief may, at his discretion, grant additional days off with no loss in pay or infringement on other benefits.

ARTICLE VII - UNIFORMS AND EQUIPMENT

The Deputy Chief and Captain shall receive a maximum yearly allowance of \$1,350.00 for replacement of worn clothing and equipment.

ARTICLE VIII - EDUCATION INCENTIVE

In addition to the salary and other benefits incorporated in this Agreement, the Deputy Chief and Captain shall receive in each calendar year, the sum of twenty (\$20.00) dollars for each credit hour accumulated and satisfactorily completed in a recognized institution of higher education leading to a degree in the field of Criminal Justice or Public Administration. If the Deputy Chief or Captain is awarded a BS Degree, they shall receive an additional \$850.00 per year.

ARTICLE IX - HEALTH AND LIFE BENEFITS

The Township shall provide the following fully paid benefits for the Deputy Chief and Captain and their respective families.

A. Health and Medical Benefits

- (1) A comprehensive Blue Cross/Blue Shield policy with Rider J or its equivalent.
- (2) A comprehensive Major Medical Policy.
- (3) Adoption of provisions of Chapter 88, P.L. 1974 whereby the Township will pay the costs of continuing coverage of Blue Cross/Blue Shield, or its equivalent, Major Medical and all other benefits received for pensioners and their dependents.
- (4) In the event of the death of the Deputy Chief or Captain, the Township will pay the costs of continuing coverage for the decedent's surviving spouse until he or she remarries, and for all eligible children subject to the same limitations as would be applicable had the decedent continued in active employment.

B. Life Benefits

A life insurance policy equal to three times his annual earnings subject to a \$100,000 maximum on the annual earnings.

C. Dental Health Benefits

- (1) A dental health plan providing for the following minimum benefits as defined in New Jersey Dental Health Service Plan "IV Comprehensive A":
 - a. Preventive & Diagnostic - 100%
 - b. Basic - 90/10
 - c. Prosthodontic - 70/30
 - d. Deductible - None
 - e. Maximum Per Patient Per Year - \$1,500.
 - f. All pre-existing conditions - Full coverage.
- (2) The following additional benefits:
 - a. Special Orthodontic \$1,000. maximum/case - 50/50
 - b. Surgical Periodontal - 90/10

D. Long Term Disability Insurance

An insurance policy that will provide long term disability benefits following a 90 day waiting period.

E. Short Term Disability Insurance

A short term disability plan as supplied by Life Insurance Company of North America or its equivalent.

F. Prescription Drug Benefit

A prescription drug plan that provides a \$2.00 co-pay with the remainder of the cost to be covered by the prescription program.

ARTICLE X - WORK SCHEDULE

A fair and impartial work schedule will be maintained. The Chief is authorized to alter the schedule for the benefit of the Township Police Department should the need arise, but in no way shall these alterations cause increase in working hours over the schedule in effect as of November 1, 1971.

ARTICLE XI - LONGEVITY

The Deputy Chief and Captain shall receive longevity pay equal to two percent (2%) of their annual salary based on each four (4) years of continuous employment up to a maximum of ten percent (10%) or (20) years of continuous employment.

ARTICLE XII - TERMINAL LEAVE

Upon application for retirement, the Deputy Chief and Captain shall each receive ninety (90) working days terminal leave with full wages and benefits. Terminal leave shall commence ninety (90) working days prior to the effective date of his retirement, and he shall not be required to report for, or to perform any police duties during this period.

ARTICLE XIII - SICK LEAVE

- A. The Deputy Chief and Captain shall each be entitled to accumulate one and one-quarter (1 1/4) working days of sick leave with pay for each completed month of service. This sick leave is to be used only in times of illness.
- B. Upon retirement or permanent separation from service, the Deputy Chief and Captain shall each be entitled to one-half (1/2) day of pay at his regular straight time rate for each day of unused sick leave he has accumulated at the time of retirement or termination, up to a maximum of 200 days. This amount shall be payable in one lump sum by a separate and distinct check, providing that adequate notice has been given to the Township Committee to allow for this lump sum to be included in the annual budget.

ARTICLE XIV - MODE OF COMPENSATION

The Deputy Chief and Captain shall be paid as set forth below:

1. The total of all compensation for each year defined in ARTICLE IB, Compensation, shall be payable bi-weekly in equal amounts and be considered the base salary for pension purposes.

ARTICLE XV - LIABILITY PROVISIONS

Whenever any civil action is brought against the Deputy Chief and/or Captain based on his/their official capacity as the Deputy Chief of Police and/or Captain of Police, the Township of East Hanover shall defray all costs of defending such action, if any, including attorneys' fees, and shall pay any adverse judgment, save harmless, and protect such person from any financial loss resulting therefrom.

ARTICLE XVI - TERM

This Agreement, shall be in full force and effect from January 1, 1989 through December 31, 1990. If any party wishes to terminate, amend or otherwise modify the terms and conditions set forth herein at the expiration of this Agreement, written notice shall be given to the other party no sooner than one hundred fifty (150) days nor less than ninety (90) days prior to such expiration date. The party seeking to terminate, amend, or otherwise modify the Agreement shall furnish to the other party within fifteen (15) days after notification, a copy of its entire set of proposals for such changes. The party receiving the changes will then have fifteen (15) days from receipt of such changes to furnish its own proposals to the other party.

ARTICLE XVII - MEANINGS

As used in this Agreement, the singular number shall include the plural and vice-versa.

IN WITNESS WHEREOF, the parties have caused to be affixed hereto the signatures of their duly authorized representatives.

DEPUTY CHIEF AND CAPTAIN
OF POLICE OF THE EAST
HANOVER POLICE DEPARTMENT

MAYOR AND TOWNSHIP COMMITTEE
OF THE TOWNSHIP OF EAST HANOVER

BY: Paul D. Sullivan
PAUL D. SULLIVAN

ATTEST:

BY: Stanley J. Hansen
STANLEY HANSEN,
DEPUTY CHIEF OF POLICE

BY: Marilyn J. Snow
MARILYN J. SNOW,
TOWNSHIP CLERK

BY: Richard W. Loehwing
RICHARD LOEWING,
CAPTAIN OF POLICE